

Sale Name: Trail Cr Hazard Tree Salvage

1# - PRODUCT DESIGNATION (07/1998)

The Forest Service designated timber or forest products for cutting or harvesting prior to award of this contract. The designated timber or forest products is confined to the sale area and has been designated in the following manner: Within ALL cutting units, as shown on Sale Area Map, the following criteria are used to designate trees and other products for cutting and removal:

(a): All down (including severed, windthrown, and burned) trees of all species meeting utilization specifications that are within cutting units as shown on Sale Area Map are designated to be removed. No additional standing trees are to be cut unless agreed otherwise. Unit boundaries are marked with three vertical stripes of ORANGE paint.

(b): Down trees extending across a painted boundary into or from within an RHCA must be severed at the line, or left undisturbed if no merchantable piece exists within the cutting unit.

(c): Additional trees to be cut, if any, are marked with N/A paint.

3 - LOAD TICKETS (07/1998)

The Purchaser shall complete and return assigned load tickets according to the Contracting Officer or designee's written instructions. Unused load tickets shall be returned to the Contracting Officer or designee at termination date.

4 - PRODUCT IDENTIFICATION (11/1999)

Before removal from the sale area, unless the Contracting Officer determines that circumstances warrant a written waiver or adjustment, (a) all products 8 feet or more in length and 1/3 or more sound shall be hammer branded on each end that is 7 inches or more in diameter and (b) all domestic processing products 8 feet or more in length and 1/3 or more sound shall be painted with a spot of highway-yellow paint on each end that is 7 inches or more in diameter. Each paint spot must be not less than 3 square inches in size.

The Contracting Officer shall assign brands and brands shall be registered with the State, if the sale area is within a State that maintains a log brand register. The Purchaser will furnish and apply highway-yellow paint of a lasting quality (oil-base or equivalent).

All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed. If the identifying marks are lost, removed, or become unreadable, they shall be replaced. The Purchaser may remanufacture products into different log lengths. Except for logs remanufactured as part of the mill in-feed process immediately before processing, remanufactured products must be re-branded with the assigned sale brand and repainted with highway-yellow paint, unless otherwise agreed to in writing by the Contracting Officer. For such remanufactured products, the Contracting Officer may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned sale brand.

5 - USE OF TIMBER (07/1998)

This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990 (16 USC 620, et seq.). Except for species determined to be surplus, unprocessed logs originating from federal lands west of the 100th meridian, shall not be exported from the United States nor used in direct or indirect substitution for unprocessed logs exported from private lands by the Purchaser or any person as defined in the act. Prior to delivering such unprocessed federal logs to another party, the Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement, that shall: (a) identify the federal origin of the logs, (b) specify domestic processing for the logs involved, (c) require the execution of such agreements between the parties to any subsequent transactions involving said logs, (d) require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable, and (e) otherwise comply with the requirements of the act.

8 - TEMPORARY FACILITIES (07/1998)

The Contracting Officer or designee shall approve the location and clearing limits for all landings and skid trails prior to their construction. The cleared or excavated size of such construction shall not exceed that needed for the Purchaser's safe and efficient operations. After landings have served the Purchaser's purpose, the Purchaser shall ditch or slope them to permit water to drain or spread. Unless the Contracting Officer or designee agrees otherwise, the Purchaser shall slope cut and fill banks around landings to remove overhangs and otherwise minimize erosion. After a skid trail has served the Purchaser's purpose, the Purchaser shall effectively block the skid trail to normal vehicular traffic where feasible under existing terrain conditions and build cross ditches and water bars, as staked or otherwise marked on the ground by the Contracting Officer or designee.

14 - EQUIPMENT CLEANING (07/2000)

Unless the entire sale area is already infected with noxious weeds, the Purchaser shall ensure that, prior to moving on to the sale area, all off-road equipment, which last operated in areas known by the Forest Service to be infected with noxious weeds, is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. The Purchaser shall certify in writing that off-road equipment is free of noxious weeds prior to each start-up of timber sale operations and for subsequent moves of equipment to sale area. Measures taken to ensure that off-road equipment is free of noxious weeds will be identified. Off-road equipment includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles. A current list of noxious weeds of concern to the Forest Service is available at the Forest Supervisor's Office.

The Purchaser must clean off-road equipment prior to moving between cutting units on this timber sale that are known to be infested with noxious weeds and other units, if any, that are free of such weeds. Sale area map shows areas, known by the Forest Service prior to timber sale advertisement, that are free of specific noxious weeds species of concern.

The Purchaser shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seeds, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools are not required.

The Purchaser shall notify the Forest Service at least 5 working days prior to moving each piece of off-road equipment on to the sale area, unless otherwise agreed. Notification will include identifying the location of the equipment's most recent operations. If the prior location of the off-road equipment cannot be identified, the Forest Service may assume that it was infested with noxious weed seeds. Upon request of the Forest Service, the Purchaser must arrange for the Forest Service to inspect each piece of off-road equipment prior to it being placed in service.

If the Purchaser desires to clean off-road equipment on National Forest land, such as at the end of a project or prior to moving to a new unit that is free of noxious weeds, the Purchaser and the Forest Service shall agree on methods of cleaning, locations for the cleaning, and control of off-site impacts, if any.

New infestations of noxious weeds, of concern to the Forest Service and identified by either the Purchaser or the Forest Service, on the sale area or on the haul route, shall be promptly reported to the other party. The Purchaser and the Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found.